

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Tikva Vogel et al.

Serial No.: 09/492,971 Group Art Unit: 1653

Filed : January 27, 2000 Examiner: R. Mitra

For : FIBRIN BINDING DOMAIN POLYPEPTIDES AND USES AND  
METHODS OF PRODUCING SAME

1185 Avenue of the Americas  
New York, New York 10036

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Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

TERMINAL DISCLAIMER

Petitioner, Bio-Technology General Corp., having a place of business at 70 Wood Avenue South, Iselin, New Jersey, the assignee of record of rights, title and interest in the above-identified application by virtue of an assignment from Tikva Vogel, Avigdor Levanon, Moshe Werber, Rachel Guy and Amos Panet, recorded at the United States Patent and Trademark Office on July 23, 1990, at Reel No. 5383, Frames 508-510, a copy of which is attached hereto as Exhibit 1, in connection with U.S. serial No. 07/526,397 to which the subject application claims benefit under 35 U.S.C. §120 as a continuation, hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent granted on the subject application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and §173 of commonly assigned U.S. Patent Nos. 5,270,030, 5,965,383 and 6,121,426. Petitioner hereby agrees that any patent granted on the subject application shall be enforceable only for and during such period that such patent

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and U.S. Patent Nos. 5,270,030, 5,965,383 and 6,121,426 are commonly  
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owned. This agreement runs with any patent granted on the subject

Applicants: Tikva Vogel et al.  
Serial No.: 09/492,971  
Filed : January 27, 2000  
Page 2

assigns.

In making the above disclaimer, petitioner does not disclaim the terminal portion of any patent granted on the subject application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and §173 of U.S. Patent Nos. 5,270,030, 5,965,383 or 6,121,426, in the event that the prior patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

I certify that I have reviewed the above-identified assignment, a copy of which is attached hereto as Exhibit 1, and that, to the best of my knowledge and belief, Bio-Technology General Corp., has the rights, title and interest in the subject application. I further certify that I am authorized to sign this Terminal Disclaimer on behalf of Bio-Technology General Corp., as indicated.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Bio-Technology General Corp.

Date: August 14, 2001

By: 

Robert M. Shaw  
Vice-President &  
General Counsel

# Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, Tikva Vogel, Avigdor Levanon, Moshe Werber, Rachel Guy, and Amos Panet, residing at 4 Kosover Street, Rehovot, Israel; 8 Mohliver Street, Rehovot, Israel; 36 Burla Street, Tel Aviv, Israel; 23 Miller Street, Rehovot, Israel; and 11 Harav Schrim Street, Jerusalem, Israel, respectively;

Hereby sell, assign and transfer to Bio-Technology General Corp.  
a corporation of the State of  
Delaware having a place of business at 1250 Broadway, New York,  
in the County of New York and State of New York 10001  
its successors, assigns and legal representatives, the entire right, title and interest  
for all countries, in and to any and all inventions which are disclosed and claimed,  
and any and all inventions which are disclosed but not claimed, in the application for  
United States Patent, which has been executed by the undersigned on June 26 and 27,  
and is entitled 1990

FIBRIN BINDING DOMAIN POLYPEPTIDES AND USES AND METHODS OF PRODUCING SAME  
(U.S. Serial No. 526,397, filed May 21, 1990,  
continuation-in-part of U.S. Serial No. 345,952, filed April 28, 1989,  
continuation-in-part of U.S. Serial No. 291,951, filed December 29, 1988)

and in and to said application and all divisional, continuing, substitute, renewal,  
reissue, and all other applications for U.S. Letters Patent or other related property  
rights in any and all foreign countries which have been or shall be filed on any of  
said inventions disclosed in said application; and in and to all original and reissued  
patents or related foreign documents which have been or shall be issued on said  
inventions;

Authorize and request the Commissioner of Patents of the United States to issue  
to said Assignee, the corporation above named, its successors, assigns and legal  
representatives, in accordance with this assignment, any and all United States  
Letters Patent on said inventions or any of them disclosed in said application;

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Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

\_\_\_\_\_  
Tikva Vogel [L.S.]  
TIKVA VOGEL

Date: June 26th 1990 19  
Witness: J. Allen Abraham  
J. ABRAHAM  
50 LIZARD ST  
REHOBOT ISRAEL

\_\_\_\_\_  
Avigdor Levanon [L.S.]  
AVIGDOR LEVANON

Date: June 26 1990 19  
Witness: J. Allen Abraham  
J. ABRAHAM  
50 LIZARD ST  
REHOBOT ISRAEL

REF 5383 NAME 509

Date: June 27 1990

Witness: Israel Abraham  
J. ABRAHAM  
50 E 22ND ST.  
NEW YORK

M. Werber [L.S.]  
MOSHE WERBER

Date: 27/6/90 19

Witness: Israel Abraham  
J. ABRAHAM  
50 E 22ND ST.  
NEW YORK

Rachel Guy [L.S.]  
RACHEL GUY

Date: 27.6. 1990

Witness: Israel Abraham  
J. ABRAHAM  
50 E 22ND ST.  
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Amos Panet [L.S.]  
AMOS PANET

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OFFICE

JUL 23 1990

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REEL 5383 FRAME 510